

AG Contract No. KR99 2216TRN  
ADOT ECS File No. JPA 99-151  
Project: H4265 01C  
Section: SR-93, Warm Springs/Kaiser Springs  
Tunnel Mitigation – Bat Habitat

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 22 February 2000, ~~1999~~,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND  
MANAGEMENT, acting by and through its Contracting Officer (the "BLM").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The BLM is empowered by Title 16 USC 532-538 and USC 572 Ref: FMS 15184.13 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the BLM.

3. Incident to a roadway improvement project on SR-93 contemplated by the State, environmental mitigation efforts are required by the BLM, including the construction and installation of gates over mine entrances to protect bat habitats. The BLM has agreed to accomplish the work on behalf of the State, at cost of not to exceed \$5,500 00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 23843  
Filed with the Secretary of State  
Date Filed: 02/22/00  
Petey Gayles  
Secretary of State  
By Dicky V. Harnewold

## II. SCOPE OF WORK

1. The BLM will:

a. Construct and install the gates at a bat habitat located at the Warm Springs/Kaiser Springs Tunnel. Upon completion, provide maintenance to the gates

b. Invoice the State for the reasonable direct actual cost of the bat habitat protection gates construction and installation, with no profit or fee, in an amount not to exceed \$5,500.00.

2. The State will:

b. Pay the BLM for the cost of the bat habitat protection gates within 30 days after receipt and approval of an invoice, in an amount currently estimated at \$5,500.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 relating to 5 year record retention for audit purposes are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputed relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

Bureau of Land Management  
Resource Program Manager  
2475 Beverly Avenue  
Kingman, AZ 86401

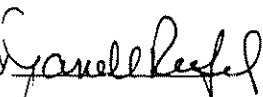
7. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

8. Attached hereto and incorporated herein is the written determination of counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF THE INTERIOR  
Bureau of Land Management

STATE OF ARIZONA  
Department of Transportation

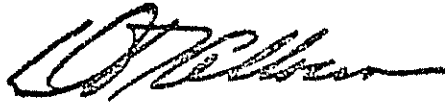
By   
Contracting Officer

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 19th day of August 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Bureau of Land Management for the purpose of defining responsibilities for the construction of bat gates to protect bat habitat near SR-93, Warm Springs/Kaiser Springs Tunnel.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

JPA 99-151

DETERMINATION

Arizona Contract No. JPA 99-151 which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 1st day of February, 1999  
2000

THE UNITED STATES OF AMERICA

By Janell Reifel



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-2216TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 10, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/611199

Enc.